

1 HAROLD P. GEWERTER, ESQ.

E-filed: 11/5/2010

2 Nevada Bar No. 499

3 HAROLD P. GEWERTER, ESQ. LTD.

4 2705 Airport Drive

5 North Las Vegas, Nevada 89032

6 Telephone: (702) 382-1714

7 Fax: (702) 382-1759

8 E-mail: [harold@gewerterlaw.com](mailto:harold@gewerterlaw.com)

9 Attorney for Defendant

10 UNITED STATES DISTRICT COURT

11 DISTRICT OF NEVADA

12 \* \* \* \* \*

13 GERALD HESTER, on behalf of himself and  
14 all others similarly situated,

CASE NO.: **2:09-CV-00117-RLH-RJJ**

15 Plaintiff,

**DEFENDANT'S OPPOSITION TO  
PLAINTIFF'S SUPPLEMENTAL  
AUTHORITY**

16 vs.

17 VISION AIRLINES, INC.,

18 Defendant.

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S SUPPLEMENTAL AUTHORITY**

19 Defendant, VISION AIRLINES, INC., by and through its attorney of record, Harold P.  
20 Gewerter, Esq., of the law firm of Harold P. Gewerter, Esq., Ltd., respectfully submits the  
21 following Defendant's Opposition to Plaintiff's Supplemental Authority.

22 In the waning hours before trial, Plaintiff has withdrawn its jury demand. Defendant has  
23 been preparing its case for months based upon making arguments before the jury. If a party has  
24 filed a timely jury demand, other parties may rely on that demand "for the issues it covers, and  
25 need not file their own demands." *California Scents v. Surco Products, Inc.*, 406 F.3d 1102 (9<sup>th</sup>  
26 Cir. 2005). A jury demand may be withdrawn only by written stipulation by all parties. FRCP  
27 39(a); *Fuller v. City of Oakland, Calif.*, 47 F.3d 1522 (9<sup>th</sup> Cir. 1995).

